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**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

18 INTERDIGITAL, INC., *et al.*,) Case No. 2:25-cv-00895-WLH-BFM
19 Plaintiffs,)
20 v.) PLAINTIFFS' RESPONSIVE
21 THE WALT DISNEY COMPANY, *et al.*,) CLAIM CONSTRUCTION BRIEF
22 Defendants.)
23) Judge: Hon. Wesley L. Hsu
24) Courtroom: 9B
25) Hearing Date: TBD
26)
27)

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1 I. INTRODUCTION

2 The Court should decline Disney’s invitation to rewrite the claims by narrowing
3 their plain language in an attempt to avoid infringement or invalidate them as indefinite
4 without coming close to meeting the heavy burden for doing so. The Court should reject
5 Disney’s constructions because they improperly import limitations from preferred
6 embodiments, mischaracterize intrinsic evidence, and disregard Federal Circuit
7 precedent requiring claims to be given their ordinary and customary meaning unless the
8 patentee clearly acted as its own lexicographer or disavowed scope. Instead, the Court
9 should adopt InterDigital’s constructions, which alone honor the claim language,
10 specification, and prosecution history. They are also supported by InterDigital’s experts
11 (Dr. Sprenger and Dr. Moulin)—and by Disney’s own expert Dr. Mayer-Patel.

12 Absent from Disney’s brief is any acknowledgement of its burden of proof to
13 show indefiniteness, let alone any showing that it has met that high burden.¹ “[A]
14 patent shall be presumed valid’ and ‘[t]he burden of establishing in-validity of a patent
15 or any claim thereof shall rest on the party asserting such invalidity’ [and must] be
16 proved by clear and convincing evidence.” *Microsoft Corp. v. i4i Ltd. P’ship*, 564 U.S.
17 91, 95 (2011) (quoting 35 U.S.C. § 282); *Sonix Tech. Co. v. Publ’ns Int’l, Ltd.*, 844
18 F.3d 1370, 1377 (Fed. Cir. 2017) (“Indefiniteness must be proven by clear and
19 convincing evidence.”). A claim is indefinite if, “when read in light of the specification
20 and the prosecution history, [it] fail[s] to inform, with reasonable certainty, those skilled
21 in the art about the scope of the invention.” *Biosig Instruments, Inc v. Nautilus, Inc.*,
22 783 F.3d 1374, 1377 (Fed. Cir. 2015) (“Nautilus II”) (internal quotations omitted)
23 (analyzing the term “spaced relationship” and finding the claims were not indefinite
24 because the specification and figures provided sufficient guidance). Disney cannot meet

25
26
27 ¹ Disney’s indefiniteness arguments—spanning three different and unrelated patents—
28 are for these four terms: (a) ’301 patent “assigning a second weighting factor...”; (b)
’301 patent “substantially uncompressed image block”; (c) ’610 patent “intra prediction
for at least one...”; and (d) ’297 patent “side information components.”

1 this heightened burden for any of the disputed terms because the intrinsic evidence
2 shows that they provide objective boundaries that a person of ordinary skill in the art
3 (“POSITA”) would readily understand. *See* Opening Brief (“OB”) at 5-13, 19-21. The
4 extrinsic evidence supports InterDigital’s constructions as well.

5 **II. U.S. PATENT NO. 8,406,301**

6 **A. “weighting factor” (claims 8, 10)**

7 Disney improperly imports a multiplication-only limitation from exemplary
8 embodiments in the specification into the claims. Nothing in the ’301 Patent defines
9 “weighting factor” as always requiring multiplication. *See* OB at 3-5. The ’301 Patent
10 uses “weighting factor” in the ordinary sense—a value that scales a contribution from
11 a reference picture. *See* ’301 Patent at 2:42-46 (“a reference picture scaled by a
12 weighting factor”). Claim 8 does not limit the scaling operation to multiplication; nor
13 does the prosecution history. *See* OB at 3-4. And dependent claim 10 recites using the
14 second weighting factor in a multiplication operation, which is necessarily different
15 from—and broader than—*independent* claim 8’s “modifying” language. *Id.* Basic
16 claim differentiation principles reject Disney’s contention, because doing otherwise
17 would render the explicit “multiplying” language in claim 10 superfluous, which is
18 improper. *Intel Corp. v. Qualcomm Inc.*, 21 F.4th 801, 810 (Fed. Cir. 2021) (“It is
19 highly disfavored to construe terms... [to] render[] them void, meaningless, or
20 superfluous.”)

21 Although Disney points to embodiments in which the weighting factor is used in
22 a multiplication operation, “particular embodiments appearing in the specification will
23 not be read into the claims when the claim language is broader than such embodiments.”

24 *Wenger Mfg., Inc. v. Coating Mach. Sys., Inc.*, 239 F.3d 1225, 1237 (Fed. Cir. 2001)
25 (citing *Tate Access Floors, Inc. v. Maxcess Techs., Inc.*, 222 F.3d 958, 966 (Fed. Cir.
26 2000)); *Phillips v. AWH Corp.*, 415 F.3d 1303, 1323 (Fed. Cir. 2005). Disney’s reliance
27 on embodiments of the inventions ignores that these are illustrative, not definitional.
28 Disney also relies on Dr. Moulin’s deposition, but this reliance is misplaced: he

1 discussed just one embodiment involving “equation 1” and weighting and clipping of
2 “Pred” with variables “w0” and “P0”. *Compare* Ex. D (Moulin Depo.) 147:5-11 (cited
3 in Disney’s OB at 6) with *id.* at 142:9-13 (on specific specification examples).

4 Disney also cites extrinsic dictionary definitions for the standalone term “factor,”
5 but notably not for the claim term “weighting factor,” and cites no extrinsic evidence
6 in the context of video coding. Disney’s OB at 5. This should be given no weight.

7 **B. “assigning a second weighting factor ...” (claim 10)**

8 Disney fails to show this term is indefinite by clear and convincing evidence. A
9 POSITA would readily grasp that a weighting factor is tied to a reference picture index,
10 which, in turn, identifies a reference picture. *See* ’301 Patent at 7:29-49; OB at 5-8;
11 Disney OB at 7 (Disney admits this is a “plausible interpretation” of the claim); Ex. C²
12 (Mayer Patel Decl.) ¶39 (Disney’s expert agreeing). Disney then invents hypothetical
13 alternative “interpretations,” but this does nothing to render the term indefinite.

14 Disney relies on a single passage from the specification to support its
15 “interpretation” that an image block, not the weighting factor, relates to the reference
16 picture index. *See* Disney OB at 7 (citing ’301 Patent at 7:59-63). Tellingly, Disney’s
17 “example” cites prior art, not the claimed inventions. *See* ’301 Patent at 7:57-63
18 (“Previously, any set of weighting factors transmitted with each slice or picture were
19 not associated with any particular reference pictures. Instead, an adaptive bi-prediction
20 weighting index was transmitted for each motion block...”) (emphasis added). Disney
21 also creates “yet another interpretation” that is merely attorney argument. Disney OB
22 at 7-8. Disney’s indefiniteness arguments are unsupported and should be rejected. *See*
23 *i4i Ltd. P’ship v. Microsoft Corp.*, 598 F.3d 831, 848 (Fed. Cir. 2010).

24 **C. “substantially uncompressed image block” (claim 10)**

25 Disney fails to show this term is indefinite by clear and convincing evidence.
26 There is only one “image block” acted upon in the claims and the embodiments. *See*

28 ² All exhibit citations are to InterDigital’s OB exhibits unless otherwise specified.

1 '301 Patent at figs. 5, 7. A POSITA would understand the substantially uncompressed
2 image block in claim 10 refers to and is the same image block in claim 10, and refers
3 to and is the same uncompressed image block in claim 8. OB at 9-11. Dr. Moulin and
4 Disney's expert Dr. Mayer-Patel agreed: the "substantially uncompressed image block"
5 and the "image block" refer to the same thing. Ex. A (Moulin Decl.) at ¶56; Ex. B
6 (Mayer-Patel Depo.) at 41:9-19. Disney's expert Dr. Mayer-Patel agreed there are no
7 other image blocks in the claim. Ex. B (Mayer-Patel Depo.) at 38:5-41:19 (Disney's
8 expert admitting that, in Figure 5, an image block is input into the subtraction operation
9 of block 510, that image block is uncompressed, and there is no teaching of using a
10 partially compressed image block). This understanding is at least reasonably certain
11 because there is no other image block referenced in the claims.

12 Disney argues prosecution disclaimer applies to somehow bar the use of the term
13 substantially in any claims. This is incorrect. "[F]or prosecution disclaimer to attach,...
14 the alleged disavowing actions or statements made during prosecution must be both
15 clear and unmistakable." *Omega Eng'g, Inc. v. Raytek Corp.*, 334 F.3d 1314, 1325–26
16 (Fed. Cir. 2003) (emphasis added). "Where the alleged disavowal is ambiguous, or even
17 'amenable to multiple reasonable interpretations,' we have declined to find prosecution
18 disclaimer." *MIT. v. Shire Pharm., Inc.*, 839 F.3d 1111, 1119 (Fed. Cir. 2016). Here,
19 the applicant amended independent claim 8 to remove "substantially" without
20 addressing whether the term rendered the claim indefinite and without addressing the
21 term in any dependent claim. Ex. G ('301 Patent file history, 12/7/06 Amendment) at
22 6. The examiner agreed this resolved the issue: "the 112 rejection is withdrawn due to
23 the amendments made to claim 8." *Id.* (03/02/07, final rejection) at 2. By leaving the
24 image block and substantially uncompressed image block terms in claim 10, a
25 reasonable interpretation is that the applicant and examiner understood the antecedent
26 basis for these terms was the image block in claim 8, and all three terms refer to the
27 same thing. OB at 8-11.

28

1 **III. U.S. PATENT NO. 10,805,610**

2 **A. “intra prediction for at least one of the pixels within the second group**
3 **...” (claim 6)**

4 Disney fails to show this term is indefinite by clear and convincing evidence,
5 especially where its position is contradicted by both the intrinsic and extrinsic evidence.
6 OB at 11-14. Disney’s manufactured confusion stems from reading the limitation in
7 isolation. The term is clear when read in the context of the full claim, as required by the
8 law—the first group of pixels are encoded in claim limitation 6(a) “prior to encoding
9 the pixels in the second group,” which occurs in limitation 6(b). *Id.* InterDigital’s
10 construction tracks the claim language and is fully supported by the specification, which
11 a POSITA would understand teaches grouping pixels and predicting using neighboring
12 pixels already coded. *See* ’610 Patent at 8:17-9:28.

13 Disney now argues that InterDigital’s construction is improper because it
14 removes “in blocks already coded.” Not so. InterDigital’s construction contains the
15 limitation “already coded pixels.” This limitation is one distinguishing feature of the
16 ’610 Patent over the Chen reference Disney cites. Disney OB at 12; Disney Ex. 14 (’610
17 File History, 11/7/19 Rejection) at 5-8. Disney also argues that InterDigital’s
18 construction removes the phrase “neighboring pixels.” InterDigital’s construction
19 attempts to clarify the term for the fact-finder, but the term itself is clear without a
20 construction, and the Court could also adopt a plain and ordinary construction.³ OB at
21 11-13 (describing claim 6 with reference to figure 7).

22 **IV. U.S. PATENT NO. 9,185,268**

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24
25 ³ If the Court is inclined to construe the term, InterDigital has no objection to add the
26 neighboring language, which is consistent with InterDigital’s original construction and
27 the patent: “determining at least one pixel in the second group using already coded
28 pixels neighboring the second group within the first group and pixels neighboring the
second group outside the block.”

1 **A. “reference type display having a reference color gamut” (Claims 1,
2 6, 7, 8, 11)**

3 Disney labels any display that can support a standardized gamut as a reference
4 type display—regardless of what gamut the display is using.⁴ But this is inconsistent
5 with the specification, which teaches that the specification contradicts such a result.
6 The patent’s goal is to ensure “predictable results on displays with different color
7 gamuts.” ’268 Patent at 1:11-14. When a color correction display and a playback
8 display use different color gamuts, the “resultant colors may look dissatisfying” on the
9 playback display. *Id.* at 1:26-30, 4:7-11, 4:21-27. In contrast, Disney’s construction is
10 agnostic as to whether reference type displays: (1) use the same color gamut during
11 color correction and content playback and (2) whether the display can switch gamuts in
12 the middle of color correction or playback. This contravenes the goal of the invention:
13 satisfying and predictable color reproduction. InterDigital’s construction ensures the
14 same color gamut is used by a reference type display during color correction and by a
15 consumer’s display during content playback, leading to predictable color reproduction.

16 InterDigital’s construction is objective. A display either uses (*i.e.*, is capable of
17 displaying colors in accordance with) or does not use a reference color gamut. Dr.
18 Sprenger acknowledged that gamut matches are within “certain tolerances” and that “a
19 person of ordinary skill... would definitely be aware of that fact.” Disney Ex. 5
20 (Sprenger Depo.) at 115:3-116:12; *see also* Ex. B (Mayer-Patel Depo.) at 56:10-57:9.
21 Disney points to testimony from Dr. Sprenger to argue InterDigital’s construction is
22 ambiguous and subjective. But, Dr. Sprenger discussed whether individuals producing
23 video content would view a display as a “reference display,” which is typically a high-
24 end monitor used in color correction. Disney Ex. 5 (Sprenger Depo.) at 91:12-92:21,
25 94:2-95:14, 119:16-120:6. How a video production engineer would select a “reference
26 display” is a separate issue from what constitutes a reference type display. InterDigital’s
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⁴ InterDigital proposed a compromise construction to Disney of “a display that is using
a standardized color gamut” but Disney rejected this construction on September 2nd.

1 construction should be adopted because it is supported by the intrinsic record.⁵

2 **B. “non-reference type display having a non-reference color gamut”**
3 **(Claims 1, 6, 8, 11)**

4 Disney’s inclusion of “supports” is wrong here for the same reasons it is wrong
5 for the prior term. More importantly, Disney’s argument that this term and the previous
6 are “opposites” is incorrect—the critical consideration is that the “non-reference type
7 display” uses a color gamut that is different from the color gamut of the “reference type
8 display,” as the patent is directed to “color correcting to provide predictable results on
9 displays with different color gamuts.” ’268 Patent at 1:11-14. This stated goal does not
10 require the non-reference type display’s color gamut to be the “opposite” of the
11 reference type display’s gamut, nor does it require it to be “standardized.”

12 Disney misconstrues InterDigital’s construction to allow a single display to
13 simultaneously be both a “reference type” and a “non-reference type” display. Disney
14 OB at 16-17. But, as InterDigital’s construction makes clear, a display is capable of
15 displaying colors in accordance with a color gamut it is *using*—mere “support” of a
16 gamut is not sufficient. Because a color gamut is the range of colors a specific device
17 can produce, a display can use only one-color gamut at a time; a display cannot
18 simultaneously display a reference color gamut and a color gamut other than the
19 reference color gamut (*i.e.*, a non-reference color gamut). Disney Ex. 5 (Sprenger
20 Depo.) at 21:22-25, 86:24-87:17.

21 The crux of Disney’s argument is a hypothetical where “a display [] is ‘capable
22 of accurately displaying colors in accordance with a standardized color gamut’ but is
23 also capable of displaying colors beyond that standardized color gamut.” Disney OB at
24 17. The result of this hypothetical depends on what color gamut the display is *using*. *Id.*
25
26

27 ⁵ Disney argues that “a display that is ‘capable of accurately displaying colors in
28 accordance with a standardized color gamut,’... is also capable of displaying colors
beyond that standardized color gamut.” Disney OB at 15-16. This hypothetical is
discussed in section IV(B) in regard to the term “non-reference type display.”

1 at 86:24-87:17. The display is a “reference type display” if it is using the standardized
2 color gamut. Even if that display can also support other gamuts (with colors beyond the
3 standardized gamut), because it is using the standardized color gamut, it is a “reference
4 type display.” *Id.* The display is a “non-reference type display” if it is using the gamut
5 with colors beyond the standardized gamut (even if it supports the standardized color
6 gamut). *Id.* The Court should adopt InterDigital’s construction, which is supported by
7 the specification and adheres to the plain and ordinary meaning of the term.

8 **C. “at least one of ...” (Claims 1, 6)**

9 The ’268 Patent uses the term “at least one of” disjunctively to choose between
10 two options. ’268 Patent at Cls. 1, 2, 6. To escape the intrinsic record, Disney
11 incorrectly asserts *SuperGuide* “has already resolved” that “at least one of [A] **and** [B]”
12 is conjunctive not disjunctive. Disney OB at 18. But “*SuperGuide* has not been
13 interpreted as a uniform rule that ‘at least one of ... and’ be construed in the
14 conjunctive.” *Radware Ltd. v. A10 Networks, Inc.*, 2014 WL 1572644, at *6 (N.D. Cal.
15 Apr. 18, 2014). In *SuperGuide*, “at least one of” a four-item list was conjunctive
16 because ““at least one of” precede[d] a series” and a grammatical rule applicable to
17 series supported a conjunctive reading. *SuperGuide Corp. v. DirecTV Enters., Inc.*, 358
18 F.3d 870, 884 (Fed. Cir. 2004). But, “[a] ‘series’ of items is understood to be three or
19 more items.” *Rex Med., L.P. v. Intuitive Surgical, Inc.*, 2020 WL 2128795, at *6 (D.
20 Del. May 5, 2020) (emphasis added). Critically, “[w]here there are only two items,
21 courts have understood the use of ‘and’ to operate as a shorthand for ‘[A] or [B] or [A
22 and B].’” *Id.* (emphasis added); *Radware*, 2014 WL 1572644 at *7. Here, “at least one
23 of a nonreference type display... and a reference type display” includes only two items,
24 indicating the disjunctive construction.

25 Disney’s cases are distinguishable. *Touchtunes* involved a seven item series, not
26 a two item list. *Touchtunes Music Corp. v. Rowe Int’l Corp.*, 727 F. Supp. 2d 226, 238
27 (S.D.N.Y. 2010). In *Cirba*, a “conjunctive construction would not render ‘at least one
28 of’ superfluous.” *Cirba Inc. v. VMware, Inc.*, 2022 WL 608185, *9 (D. Del. Feb. 24,

1 2022). This case is the opposite—a conjunctive construction would render “at least one
2 of” superfluous, which shows a disjunctive use. *Radware*, 2014 WL 1572644 at *7;
3 *Rex*, 2020 WL 2128795 at *6. In *Xidrone*, the specification’s disclosure did not
4 demonstrate the language was disjunctive. *Xidrone Sys. v. Fortem Techs., Inc.*, 2025
5 WL 388666, *7 (D. Utah Feb. 4, 2025). In contrast, the ’268 Patent discloses multiple
6 embodiments that use a single display, which further strongly supports a disjunctive
7 construction. *Firtiva Corp. v. Funimation Glob. Grp., LLC*, 2022 WL 23165, at *7
8 (E.D. Tex. January 3, 2022); ’268 Patent at 10:18-22, 10:64-65. The Court should thus
9 adopt a disjunctive construction: InterDigital’s.

10 **V. U.S. PATENT NO. 8,085,297**

11 **A. “side information components ...” (Claim 1)**

12 To manufacture a means-plus-function term, Disney tries to inject a function into
13 a term that performs no function and does not recite the word “means.” Here,
14 “components” indicates a portion of the data that is side information. ’297 Patent at
15 claim 1. Data is not a physical component. Ex. 5 (Sprenger Depo.) at 125:6-10. Nor is
16 data alone capable of performing any function. Ex. F (Sprenger Supp. Decl.) at ¶7-8;
17 Ex. B (Mayer-Patel Depo.) at 81:2-17. A term like side information components that
18 recites no function cannot invoke § 112, ¶ 6. *Rodime PLC v. Seagate Tech., Inc.*, 174
19 F.3d 1294, 1302 (Fed. Cir. 1999).

20 Disney’s cases do not apply because they use “component” to describe a structure
21 that performs a function rather than to describe a portion of a whole that performs no
22 function. In *Amdocs*, “an enhancement component that augments data...” was a
23 structure that performed the function of augmenting data. *Amdocs (Israel) Ltd. v.
Openet Telecom, Inc.*, 2018 WL 1699429, at *20 (E.D. Va. Apr. 6, 2018). Tellingly,
25 the enhancement component used data as “inputs” rather than as structure that performs
26 a function. *Id.*; see *StrikeForce Techs. Inc. v. PhoneFactor Inc.*, 2015 WL 5708577, at
27 *3 (D. Del. Sept. 29, 2015) (“component for receiving the transmitted data...” was a
28 structure that performed a function on data); see *Umbanet Inc. v. Epsilon Data Mgmt.*,

1 *LLC*, No. 2017 WL 3508771, at *7-8 (E.D. Tex. Aug. 16, 2017) (“document-encoding
2 component which encodes...” was a structure that performed a function of encoding
3 data). In contrast, side information components are data that perform no function. Side
4 information components are acted upon when received, stored, and used in
5 modification. Ex. F (Sprenger Supp. Decl.) ¶¶9-12; ’297 Patent at 2:9-10, 2:33-48.

6 “Side information components” perform no function themselves, so Disney
7 cannot meet its burden to show that §112, ¶6 applies, let alone that the claim is
8 indefinite. The term should be construed according to its plain and ordinary meaning.

9 **B. “modifying a way in which said user can provide input ...” (Claim 1)**

10 Disney misconstrues the prosecution history to disavow modifications that do
11 not change input type, e.g., a new voice command for a user interface that utilizes only
12 voice input. Disavowal requires that “statements made during prosecution be both clear
13 and unmistakable[,]” rather than “vague or ambiguous[.]” *Omega*, 334 F.3d at 1325-
14 26. There is no clear and unmistakable disclaimer here: the Applicant made no
15 statement requiring changing input type as Disney suggests. The Applicant stated that
16 “the way in which the user can input commands or operations into the user interface of
17 the apparatus is an unalterable conventional one using prior art remote control devices.”
18 Disney Ex. 19 (’297 File History, 8/28/2007 Response) at 7-8 (emphasis added). That
19 is, the mechanism by which commands or operations are input (*i.e.*, by remote control)
20 was “unalter[ed],” or unchanged. Applicant also noted that “the instant invention allows
21 for a voice-controlled user interface,” again without requiring changing to another
22 mechanism of input, like a physical remote control. *Id.* at 8. This falls far short of a
23 possible disclaimer.

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1 Dated: September 5, 2025

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